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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STAE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DAVID RUSSELL, individually, on a representative basis, and on behalf of all others similarly situated;

Plaintiff,

vs.

DIGNITY HEALTH, a California Corporation; and DOES 1 through 20, inclusive;

Defendants.

Case No. CIVDS 2021522
*[Assigned to Hon. Joseph B. Widman, Dept S36, for all purposes]*

**DECLARATION OF NATHALIE BELTRAN OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Date: November 6, 2026
Time: 9:00 a.m.

I, Nathalie Beltran, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned *Russell v. Dignity Health.,* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering Class Action Settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Court Approved Notice of Class Action Settlement* (referred to as "Notice Packet"); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members' disputes over the number of workweeks Defendant has record of them working during the Class Period, which was pre-printed on their individualized Notice Packet; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On May 18, 2026, ILYM Group received the Court approved text for the Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet, which was approved by the Parties' Counsel prior to mailing.

5. On August 18, 2026, ILYM Group received the class data file from Counsel for Defendants, which contained the name, personnel number, last known mailing address, and last known telephone number for each Settlement Class Member. The data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class Data contained 3,672 individuals and 2,907 Aggrieved Employees.

6. As part of the preparation for mailing, all 3,672 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

7. On August 28, 2026, the Notice Packet was mailed, via U.S First Class Mail, to all 3,672 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

8. As of the date of this declaration, 357 Notice Packets have been returned to our office as undeliverable. ILYM Group performed a computerized skip trace on the 357 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. As a result of this skip trace, 357 updated addresses were obtained and the Notice Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

9. As of the date of this declaration, a total of 357 Notice Packets has been re-mailed. Specifically, 357 have been re-mailed as a result of ILYM Group's skip tracing efforts.

10. As of the date of this declaration, a total of 43 Notice Packets have been deemed undeliverable as they were returned to our office a 2nd time from a re-mailing to an updated address.

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11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was September 28, 2026.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit an objection to the Settlement was September 28, 2026.

13. As of the date of this declaration, ILYM Group will report a total of 3,672 Participating Class Members, representing 100% of the 3,672 Settlement Class Members.

14. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Award, and Settlement Administration Fees to ILYM Group, LWDA and Aggrieved Employees e.g.,

| | | |
|---|---|---|
| **Gross Settlement Fund** | **$** | **475,000.00** |
| Attorney Fees | $ | 200,000.00 |
| Attorney Costs/ Expenses | $ | 19,605.66 |
| Enhancement Award – David Russell | $ | 10,000.00 |
| ILYM Group Fees | $ | 15,950.00 |
| LWDA | $ | 22,500.00 |
| Aggrieved Employees | $ | 7,500.00 |
| **Net Settlement Fund (estimated)** | **$** | **199,444.34** |

To determine a Participating Class Member's individual settlement award payment, the Class Payment was calculated by dividing and distributing the Net Settlement Amount in equal shares to the Participating Class Members. Based on these calculations, the Participating Class Members will receive an estimated settlement amount of $54.31.

15. Pursuant to the Agreement, 25% of the PAGA Allocated to Aggrieved Employees ($7,500.00) will be allocated regardless of whether he or she opts outs of the Class Settlement. To determine an Aggrieved Employees' individual PAGA settlement award payment, the PAGA

Allocated to Aggrieved Employees will be divided into equal shares to the Aggrieved Employees. Based on these calculations, the Aggrieved Employees will receive an estimated average gross payment of $2.58.

16. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $15,950.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 16th day of October 2026, at Tustin, California.

Nathalie Beltran
NATHALIE BELTRAN

# EXHIBIT “A”

# COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

***Russell v. Dignity Health***
(San Bernardino County Superior Court, Case No. CIVDS2021522)

***The San Bernardino County Superior Court authorized this Notice. Read it carefully!***
***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit filed by David Russell ("Plaintiff" or "Class Representative") against Defendant Dignity Health ("Defendant") (Plaintiff and Defendant shall be collectively referred to as the "Parties") for alleged violations of the California Labor Code (the "Action").

Plaintiff brought the Action on behalf of the "Class Members," defined as "all former employees of Defendant in California who, at any time during the Class Period, (a) received shift differential pay during the last week worked, (b) were owed vested vacation upon separation from employment, (c) were paid vested vacation at the time of separation at a rate that did not include shift differential pay paid in their last week of employment, and (d) at the time of their separation from employment, worked under a policy or collective bargaining agreement or both that either: (1) stated that shift differentials should be included in vested vacation calculations, or (2) was silent as to whether shift differentials had to be or were supposed to be included in vested vacation calculations." Relevant here, the "Class Period" is defined as October 2, 2016 through March 1, 2026.

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members during the Class Period, and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as all former employees of Defendant in California who, at any time during the PAGA Period, (a) received shift differential pay during the last week worked, (b) were owed vested vacation owed upon separation from employment, (c) were paid vested vacation at the time of separation at a rate that did not include shift differential pay, and (d) worked under a policy or collective bargaining agreement or both that either: (1) stated that shift differentials should be included in vested vacation calculations, or (2) was silent as to whether shift differentials had to be or were supposed to be included in vested vacation calculations. The "PAGA Period" is October 2, 2019, through March 1, 2026.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA"). Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

*«Contact» ILYM ID: «ILYMID»*

| | |
|---|---|
| ***Estimated*** **Individual Class Payment** | $«Class_Estimated_Settlement_Amount» |
| ***Estimated*** **Individual PAGA Payment** | $«PAGA_Estimated_Settlement_Amount» |

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated as an estimated Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work for Defendant in California during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice

carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| **DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT** | If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in **Section 3**. |
| **EXCLUDE YOURSELF** | If you do not wish to participate in the settlement of the Class Claims, you may "opt-out" of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by September 28, 2026 (see **Section 6** for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) not receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See **Section 6** of this Notice. |
| **OBJECT** | If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by September 28, 2026 (see **Section 7** for more details on how to object). |

| YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED | |
|---|---|
| **DATE: OCTOBER 7, 2026**<br>**TIME: 9:00 A.M.** | At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. See **Section 8** of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay vested vacation wages and failure to timely pay wages upon separation of employment. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, the Parties engaged with an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (*i.e.,* settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement"), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $475,000 as the "Gross Settlement Amount." Defendant has agreed to pay a total Gross Settlement Amount of $475,000 and will deposit the Gross Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative's Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount within fifteen (15) days after the Judgment entered by the Court becomes final.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to $200,000 to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel assert that they have invested many hundreds of hours into the case and incurred expenses on the Action without payment.

B. Service Payment for litigating the Action, working with Class Counsel, and representing the Class, in an amount up to $10,000 for Plaintiff.

C. $15,950 to the Settlement Administrator, ILYM Group, Inc. for services administering the Settlement.

D. Up to $30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees divided and distributed in equal shares.

E. Participating Class Members have the right to formally object to any of these deductions. The Court will consider all such objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members by dividing and distributing the Net Settlement Amount in equal shares to all Participating Class Members.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an

allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties, not wages, for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement no later than September 28, 2026. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant would thus not pay any money and Class Members would not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

> Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and separate amount of Employer Paid Taxes described herein, the Participating Class Members will fully and finally release the Released Parties from any and all Released Class Claims. The "Released Parties" include Defendant, CommonSpirit Health, Dignity Community Care, Dignity Health Medical Foundation, Dignity Health Home Health & Hospice, and Dignity Health Connected Living and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers,

potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them. The "Released Class Claims" include any and all claims against the Released Parties (defined above) that were raised or that could have been raised in the Action based on the factual allegations made in the Action or otherwise based on or related to the allegations that Defendant failed to timely pay unpaid vested vacation wages for the period from October 2, 2016 to March 1, 2026; claims for unpaid vested vacation wages under Sections 227.3 and 17200; claims for waiting-time penalties under Sections 201 - 203 based on and limited to unpaid vested vacation wages; any other associated statutory penalties, whether recovery is, in whole or in part, founded on federal, state, or municipal law based on unpaid vested vacation wages; and any associated claims for interest, attorneys' fees, or costs, based on unpaid vested vacation wages. However, the Released Class Claims do not include a claim that Defendant failed to pay wages upon termination other than unpaid vested vacation wages. This release excludes the release of claims not permitted by law. Moreover, the Released Class Claims shall only encompass claims arising from Participating Class Members' employment with Defendant.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees shall be bound by the following release:

Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and Employer Paid Taxes described herein, Plaintiff – in his individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties of the Released PAGA Claims. The "Released PAGA Claims" include all claims against the Released Parties that were alleged in the Action and LWDA Letter related to the allegations that Defendant failed to timely pay unpaid vested vacation wages for the period from October 2, 2019 to March 1, 2026, including civil penalties based on (1) claims for unpaid vested vacation wages under Sections 227.3 and 17200; (2) claims for waiting-time penalties under Sections 201 - 203 based on and limited to unpaid vested vacation wages; (3) claims for any other associated civil penalties, whether recovery is, in whole or in part, founded on federal, state, or municipal law, based on unpaid vested vacation wages; and (4) any associated claims for interest, attorneys' fees, or costs, based on unpaid vested vacation wages. This release excludes the release of claims not permitted by law. Aggrieved Employees cannot opt out of the PAGA Release. Moreover, the Released PAGA Claims shall only encompass claims arising from Participating Class Members' employment with Defendant.

## 4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by dividing and distributing the Net Settlement Amount in equal shares to Participating Class Members.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by dividing and distributing $7,500 in equal shares to all Aggrieved Employees.

## 5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee,

including those who opt out of the Class Settlement.

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than September 28, 2026.

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by submitting an "opt-out" by September 28, 2026 (the "Response Deadline"). As stated in the Settlement Agreement, Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than September 28, 2026 (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, and last four digits of the Class Member's social security number. To be valid, a Request for Exclusion must be timely emailed or postmarked by September 28, 2026.

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by the Class portion of this Settlement or Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by** September 28, 2026 **(the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is September 28, 2026 (the "Response Deadline")**.

If you wish to object to the proposed Settlement, you or your own attorney may send written objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than September 28, 2026 (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved

by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

## 8. WHEN IS THE FINAL APPROVAL HEARING?

On October 7, 2026, the Court will hold a public hearing in Department S36 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Anyone who has timely objected in writing to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

| Settlement Administrator | Class Counsel |
|---|---|
| ILYM Group, Inc.<br>P.O. Box 2031<br>Tustin, CA 92781<br>Tel: (888) 250-6810<br>Email: claims@ilymgroup.com | Brian Mankin, Esq.<br>*brian@LMLfirm.com*<br>Peter Carlson, Esq.<br>*peter@LMLfirm.com*<br>Lauby Mankin Lauby LLP<br>5198 Arlington Ave, PMB 513<br>Riverside, CA 92504<br>Tel: (951) 320-1444 |

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on May 1, 2026 and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

## 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

## 11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.